LANDLORD AND TENANT — BREACH OF LEASE—DAMAGES—PROFITS.—The plaintiff leased land to the defendants who were to plant it to beans and to share crop with the plaintiff, and upon the defendant's failure to plant in time for a crop the plaintiff brought suit for breach of contract. *Held,* the plaintiff could recover the profits which ordinarily and naturally in the usual course of things would have been derived from the defendant's performance of their contract. *Parkinson* v. *Langdon* (Dis. Ct. of App., Cal., 1918), 171 Pac. 710.

The case raises the question as to what should be the measure of damages for the breach of contract, the subject matter of which is the use or occupation of lands or buildings. Should it be the rental value during the period involved, or the interest for that time on the value of the property, or the profits which ordinarily might have been derived from its use? In a very few instances has the interest on the investment been taken as a measure of damages and then for the reason that it was impossible to find a true rental value. *N. Y., etc., Mining Syndicate* v. *Fraser,* 130 U. S. 611; *Allis* v. *McLean,* 48 Mich. 428. Rental value and not profits would seem to be the usual measure of damages for breach of covenants to lease, or of contracts and covenants with relation to property. *Griffin* v. *Colver,* 16 N. Y. 489; *Wright* v. *Mulvaney,* 78 Wis. 89; *Hodges* v. *Fries,* 34 Fla. 63. Profits may be recovered where they were an element of the contract; if not speculative or uncertain. *Poposkey* v. *Munkwitz,* 68 Wis. 322; *Dennis* v. *Maxfield,* 92 Mass. 138 (10 Allen). The direct fruit of a contract for tenancy on shares is a share of the profits and such profits are recoverable. *Wolf* v. *Studebaker,* 65 Pa. 459; *Hoy* v. *Gronoble,* 34 Pa. 9; *Taylor* v. *Bradley,* 39 N. Y. 129. Certainty being the standard, rental value has been considered by the courts to be the most certain, interest on investment less certain and profits the least certain measure of damages. If it can be said that profits are a certain measure of damages in ordinary cases of tenancy on shares where no specification is made as to the kind of crops which are to be raised; then it is clear that in the principal case profits are a more certain measure of damages, and the proper standard to be employed, since it was agreed between the parties that a certain specified staple crop was to be raised. This fact made it much less difficult to determine the exact damages which resulted from the breach of the contract and made the case a particularly appropriate one for the application of the profit standard.

LANDLORD AND TENANT—FORCIBLE ENTRY—WHAT CONSTITUTES FORCE.—Under a writ of restitution, the defendant came to the dwelling of the plaintiff, his tenant, to throw him out. The writ was void because of irregularities in the trial at which it was obtained. The tenancy had already terminated. Defendant gained admission by a request to look at the water pipes in the building, then, with the assistance of a deputy sheriff, and under the alleged authority of this void writ, removed the plaintiff's belongings. Plaintiff sued under the statute against forcible entries. Defendant claimed that his entry was peaceable. *Held,* for plaintiff, the entry was obtained through